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Patent Number	6,439,743	
Issue Date	August 27, 2002	
Application Number	09/680,004	
Filing Date	October 5, 2000	
First Named Inventor	Michael C. Hutchison	
Attorney Docket Number	19448-P010US	

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1141	STATEMENT L	INDER 37 CFR 3.73(b)	
Applicant/Patent Owner:	Comerica Bank		
Application No./Patent No.:	5,439,743 Filed	/Issue Date: August 27, 2002	
Entitled: Solid State Traffic Ligh	t Apparatus Having a Cover Inclu	ding an Integral Lens	
<i>a :</i>	,		
(Name of Assignee)		Vational Banking As ype of Assignee, e.g., corporation, partne	SOCIATION ership, university, government agency, etc.)
states that it is: 1. the assignee of the en	lire right, title, and interest; or		
2. an assignee of less that The extent (by percent	an the entire right, title and into age) of its ownership interest	erest. is%	
in the patent application/pater	nt identified above by virtue of	either:	
in the United States Pa thereof is attached.	e inventor(s) of the patent appetent and Trademark Office at	plication/patent identified above Reel, Frame	. The assignment was recorded, or for which a copy
B. A chain of title from the below:	inventor(s), of the patent app	lication/patent identified above,	to the current assignee as shown
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2. From: Power Signa		To: Optisoft, Inc.	
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Reel <u>014709</u>		, or for which a copy there	
3. From: Optisoft, Inc.		To: Comerica Bank	
The document w	ias recorded in the United Sta	tes Patent and Trademark Offic, or for which a copy the	e al
Additional documen	ts in the chain of title are listed	i on a supplemental sheet.	
Copies of assignments or [NOTE: A separate copy Division in accordan MPEP 302.08]	(i.e., a true copy of the original	il assignment document(s)) mus	at be submitted to Assignment the records of the USPTO. <u>See</u>
The undersigned (whose title	is supplied below//s/authorize	ed to act on behalf of the assign	ee. 4/14/OJ
Amil	Signature HA H		712-220-5680
1 - D	Printed or Typed Name	o &	Telephone Number
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BILL OF SALE

This **BILL OF SALE** (this "<u>Bill of Sale</u>") is executed and delivered as of March 28, 2005 (the "<u>Effective Date</u>"), by Auction Resource, LC, 6060 N. Central Expressway, Suite 240, Dallas, Texas 75206 (the "<u>Auctioneer</u>") to Comerica Bank, One Shell Plaza, 910 Louisiana, Houston, Texas 77002 (the "<u>Purchaser</u>").

WITNESSETH:

Pursuant to a Notification of Disposition of Collateral dated March 8, 2005, Auctioneer conducted an auction of the personal property more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes (collectively with any records and other property described herein, the "Property").

Comerica, being the highest bidder at the auction in the amount of \$\frac{\pi}{2}\$ the receipt and sufficiency of which are hereby acknowledged and confessed, and the mutual and dependent covenants contained in this Bill of Sale, Purchaser and Auctioneer agree as follows:

- 1. <u>Transfer.</u> Auctioneer has GRANTED, CONVEYED, BARGAINED, TRANSFERRED, ASSIGNED, CONTRIBUTED, SET-OVER AND DELIVERED, and by these presents does hereby GRANT, CONVEY, BARGAIN, SELL, TRANSFER, ASSIGN, CONTRIBUTE, SET-OVER and DELIVER unto Purchaser, all of the right, title and interest to the Property in its present "AS IS, WHERE IS" condition.
- 2. <u>Binding Effect</u>. Auctioneer and Purchaser agree that this Bill of Sale and the provisions herein contained shall be binding upon and inure to the benefit of Purchaser and Auctioneer and their respective successors and assigns.
- 3. Governing Law. This Bill of Sale is governed by and shall be construed in accordance with the laws of the State of Texas.

[Remainder of page intentionally left blank]

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EXECUTED as of the date first above	e written.
	AUCTIONEER:
	Auction Resource LC
	Print: Steven M. Bogard Print Title: 5 Teven \$06And
Agreed and Accepted:	
PURCHASER:	•
Comerica Bank	
Ву:	_
Print Name:	-
Film 1mo.	

₩

The Property does not include the accounts receivables, fixtures, furniture and equipment (unless expressly included above), test equipment or phone system of Debtor.

EXHIBIT "A"

The Property includes the following assets of Optisoft, Inc. (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created or acquired, and wherever located:

- (a) all software, computers, demonstration models, instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;
- (b) all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Seller to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;
- (c) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Seller to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;
- (d) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Seller for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and

The Property also includes all merchandise, inventory or other property or goods of Debtor in the possession of Astro Optics Corp., 156 Williams Street, Carpentersville, IL 60110 and Siemens Energy and Automation, Inc., Electronics Manufacturing Center, 3000 Bill Garland Road, Johnson City, TN 37601.